

## **WIC: Local Agency Nutrition Services**

### **1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.2 The Contractor shall comply with the following:
  - 1.2.1 Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," (August 11, 2000);
  - 1.2.2 All provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and
  - 1.2.3 Food and Nutrition Service (FNS) directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor and subcontractors receive federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
  - 1.2.4 The Contractor shall include these requirements in any agreement made with a subcontractor or subgrantee.
- 1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.4 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2019 through September 30, 2020.
- 1.5 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
  - 1.5.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

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- 1.5.2 Certificate of authority to transact business/certificate of good standing (if applicable)
- 1.5.3 Taxes (e.g., city/county/state/federal)
- 1.5.4 State and local certifications (e.g., professions/occupations/activities)
- 1.5.5 Licenses and permits (e.g., city/county license, sales permits)
- 1.5.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.6 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of WIC and Nutrition Services

Address: 930 Wildwood Drive, Jefferson City, MO 65109

Phone: 573-751-6204

Email: [WICOperations@health.mo.gov](mailto:WICOperations@health.mo.gov)

## **2. PURPOSE**

- 2.1 The Department of Health and Senior Services, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC, state agency, Department) was established to provide nutrition education and breastfeeding support, nutritious supplemental food, and referrals to other health and social services at no cost to eligible persons.
- 2.2 WIC serves as an adjunct to good health care during critical times of human growth and development, to prevent health problems, and improve the health of those served.
- 2.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of the food, nutrition education, breastfeeding support, and health referral services and benefits of WIC to eligible participants through qualified community agencies (Contractors), such as local public health agencies.
- 2.4 The terms of this contract are derived from the language set forth in 7 CFR Part 246 located at: <https://www.ecfr.gov/cgi-bin/text-idx?SID=56e1c660a5b205a18c990bde03c35f61&pitd=20180701&node=pt7.4.246&rgn=div5>. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which are available at: <http://health.mo.gov/living/families/wic/wiclwp/wom/> and is incorporated by reference as though fully set forth herein.

## **3. CERTIFICATION DELIVERABLES**

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- 3.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5) and 246.7(f)(2), as defined in WOM Policy 3.01700.
- 3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 2.03200 and 2.03500.
- 3.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.
- 3.4 The Contractor shall certify applicants for WIC, which includes, but is not limited to:
  - 3.4.1 Requiring that the applicant be physically present at the time eligibility for WIC is determined or when a mid-certification assessment is completed, with limited exceptions set forth in WOM Policy 2.02700;
  - 3.4.2 Requiring the applicant's proof of identification, residency, and income;
  - 3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policy 3.01200;
  - 3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC eligibility status, using the current risk factor definition table and the United States Department of Agriculture (USDA) definitions and justifications;
  - 3.4.5 Providing written notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines, risk criteria, residency, or categorical requirements, following the policy and procedures outlined in WOM Policy 3.03300;
  - 3.4.6 Providing the applicant an explanation of WIC as described in WOM Policy 2.03200; and
  - 3.4.7 Updating participant records in the Missouri WIC Information Network System (MOWINS) as necessary, including making changes, corrections, terminations, and reinstatements.
- 3.5 The Contractor shall complete a nutrition assessment to determine the WIC participant's nutritional risk(s) and counsel participants according to USDA Nutrition Services Standards located at <https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards> as described in WOM Policy 2.02800.
- 3.6 The Contractor shall have a plan in place to maintain separation of duties for staff involved in the certification process and to prevent a conflict of interest during the

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certification process in order to maintain program integrity as described in WOM Policy 1.07000.

- 3.6.1 The Contractor shall ensure that the staff person who determines income eligibility and medical/nutritional risk determination are not the same person.
- 3.6.2 The Contractor shall ensure that WIC employees are not providing WIC services to themselves, their relatives, or their close friends.
- 3.6.3 The Contractor must provide an alternate process to address the following when only one (1) employee is in the Contractor's WIC local agency:
  - a. conflict of interest; and
  - b. separation of duties.

### **4. FOOD PACKAGE ISSUANCE DELIVERABLES**

- 4.1 The Contractor shall issue food packages in compliance with the WOM Policies 1.07000, 2.06950 – 2.08500, 3.01450, and 3.04000 - 3.06400.
- 4.2 The Contractor shall ensure: 1) that they issue every participant determined eligible for WIC the appropriate food package pursuant to WOM Policies 2.06600, and 2.06950 – 2.08500; and 2) that they provide the participant WIC food instruments for the food package on the same day the applicant is determined eligible.
- 4.3 The Contractor shall ensure that formula is not routinely provided to breastfeeding mothers before their infant is one (1) month of age.
- 4.4 The Contractor shall follow up with WIC eligible individuals with metabolic disorders who require WIC Eligible Nutritionals to ensure the individual receives those foods through their private insurance, or through the Metabolic Formula Program as the primary source, if applicable.
- 4.5 The Contractor shall have a plan in place to ensure a Competent Professional Authority (CPA) staff is available for approval and issuance of tailored food packages, exempt formula, and WIC Eligible Nutritionals.

### **5. WIC CHECK AND eWIC ISSUANCE, ACCOUNTABILITY, AND SECURITY DELIVERABLES**

- 5.1 The eWIC pilot and statewide rollout will occur during this contract period. The Department will determine when the Contractor will implement the eWIC activities,

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and will work with the Contractor to ensure there is minimal disruption to the services provided.

5.2 The Contractor shall ensure that appropriate staffing will be available during the time of the pilot or statewide rollout.

5.2.1 The Contractor shall keep eWIC cards in a secure location until ready to use. The Department will provide security requirements for eWIC cards. When the cards are received by the Contractor, the Contractor must abide by these security requirements.

5.3 The Contractor shall provide participant WIC checks or eWIC cards in compliance with the WOM Policies 3.04000 and 3.05600, which includes the following, but is not limited to:

5.3.1 Ensuring proper participant WIC check or eWIC card issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;

5.3.2 Ensuring participant WIC checks or eWIC cards are issued only for participants in a current period of eligibility, with a current WIC system certification record, and ensuring issuance of only one food package to match the current status of the participant, for each month of eligibility; and

5.3.3 Ensuring that instructions are given to participants, guardian(s), or authorized proxies of participants on the proper use of the participant WIC checks or eWIC cards.

5.4 The Contractor shall be accountable and liable for all participant WIC checks or eWIC cards in the Contractor's and subcontractor's possession from the time participant WIC checks are created or eWIC cards are activated through the data system to issuance to the participant or other final non-issued disposition.

5.4.1 The Contractor is responsible for issuing and maintaining support documentation in accordance with WOM Policy 3.04000.

5.4.2 The Contractor shall, upon request, reimburse the Department from non-WIC funds for improperly issued participant WIC checks or eWIC cards.

### **6. NUTRITION EDUCATION AND BREASTFEEDING EDUCATION AND PROMOTION, AND SUPPORT SERVICES DELIVERABLES**

6.1 The Contractor shall provide to participants nutrition education and breastfeeding education, promotion, and support services. These services include but are not limited to:

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- 6.1.1 Making available a minimum of two (2) nutrition education contacts during each six (6) month period to every adult participant and to every parent or guardian of an infant or child. The contacts must be provided on two (2) different dates as outlined in WOM Policy 2.06400;
- 6.1.2 Developing and documenting, in MOWINS, participant-centered nutrition and health goals and ensuring appropriate documented follow-up occurs within the required timeframes with every participant;
- 6.1.3 Providing participant-centered nutrition education contacts that are designed to be easily understood; that bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences; that emphasize the relationships between proper nutrition and good health; and that assist the participant in achieving positive changes in food selection and physical activity habits;
- 6.1.4 Conducting and documenting in MOWINS all Nutrition Education follow-up for approved nutrition education methods that include, but are not limited to, individual, group, alternative (web-based [wichealth.org], self-paced lessons, telephone, e-mail) and tele-nutrition;
- 6.1.5 Ensuring that the Contractor does not deny participants supplemental foods for failure to participate in nutrition education;
- 6.1.6 Educating, supporting, and encouraging women to initiate and continue to breastfeed;
- 6.1.7 Providing substance use information and referrals at each certification as appropriate to participants;
- 6.1.8 Offering a nutrition education counseling session to all women who are about to be terminated from WIC to reinforce the importance of nutrition and health messages received through WIC as outlined in WOM Policy 2.06500;
- 6.1.9 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, and follow-up on health and nutrition goals; and
- 6.1.10 Ensuring that nutrition and breastfeeding education materials are reviewed with participants, are consistent with current standards of professional practice, and are appropriate for use with the target audience pursuant to WOM Policies 2.06000 - 2.06500 and 6.05000.

## **7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES, AND CUSTOMER SERVICE DELIVERABLES**

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- 7.1 The Contractor shall ensure that clinic locations and hours are available that minimize time away from work for employed applicants and parent(s) or guardian(s) of participants, and minimize travel time and distance for applicants and parent(s) or guardian(s).
- 7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.
- 7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families; Native Americans; and homeless individuals.
- 7.4 The Contractor shall ensure WIC services are available in their service area by:
  - 7.4.1 Notifying the Department in writing at least sixty (60) days prior to opening, relocating, changing hours or days of operation, or closing a clinic site, satellite facility, or hospital certification site. This is done by completing an Impact Analysis Template - (WIC-34) located at <https://health.mo.gov/living/families/wic/localagency/formspoliciesprocedures/> (Administrative Forms) and sending it to the Department's assigned administrative technical assistance staff for approval. The assigned administrative technical assistance staff can be found at <http://health.mo.gov/living/families/wic/wiclwp/pdf/TAMap.pdf>; and
  - 7.4.2 Ensuring that continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness (ERDP) Plan pursuant to WOM Policy 3.00500.
- 7.5 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993 and WOM Policy 3.02700.
- 7.6 The Contractor shall prohibit smoking on the premises used to carry out WIC services, including near clinic entrances used by WIC participants.
- 7.7 The Contractor shall promote and enforce a drug free work environment.
- 7.8 The Contractor shall identify, in a highly visible manner, where WIC services are located at each Contractor's site using fixed or portable signage to direct WIC participants to the clinic.
- 7.9 The Contractor shall have a written procedure for handling participant complaints and grievances. The grievance procedure must be approved by the Department as part of the Local Agency Plan (LAP). The Contractor shall ensure all staff follow the

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approved discrimination complaint procedure as outlined in WOM Policy 1.05700, 7 CFR 246.8, and FNS Instruction 113-1.

- 7.10 The Contractor shall ensure that WIC staff does not share individual user identification or passwords to the data system. The Department will assess penalties to the Contractor according to WOM Policy 3.01400 if it discovers the sharing of individual user identification or passwords.

### **8. CLINIC MANAGEMENT AND COORDINATION DELIVERABLES**

- 8.1 The Contractor shall provide to all WIC applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs, including, but not limited to, written information on MO HealthNet.
- 8.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through referrals. Such services include, but are not limited to, screening of immunization status, blood lead level, MO HealthNet, and substance abuse education.
- 8.3 A Contractor that is a public or private health service agency without ongoing routine pediatric and obstetric care shall have a written agreement in place with a health agency that provides those services.
- 8.3.1 The written agreement shall outline all WIC-related responsibilities of each agency as outlined in 7 CFR 246.6(d) and/or (e). The Department shall approve the signed agreement as part of the LAP and the signed agreement shall be kept on file at both the Department and the respective contractor.
- 8.3.2 WIC funds shall not be used to reimburse the other health agency or private physician for pediatric and obstetric care services provided.

### **9. ASSESSMENT, PLANNING, AND EVALUATION**

- 9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using the MOWINS tool(s) or other such assessments to improve the effectiveness of local service provision and to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines and state policies as set forth in WOM Policy 1.05550 and 7 CFR 246.19(b)(6).
- 9.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the LAP throughout the contract period.



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- 9.2.1 The Contractor shall submit the LAP to the Department by the September 1 of the current contract period if the Contractor wishes to continue to provide WIC services for the following contract period.
- a. The Contractor's failure to submit the LAP to the Department by the due date may cause delays of the Department's approval and issuance of a new contract; and
  - b. The Contractor shall identify their goals, objectives, and strategies in their approved LAP.
- 9.2.2 The Contractor shall have a written plan for outreach that emphasizes increased participation appropriate to the local area and population. The outreach plan must be approved by the Department as part of the LAP. The plan shall include, but not be limited to:
- a. An active outreach referral network with agencies or organizations which serve similar populations which are potentially eligible; and
  - b. Activities targeting potentially high-risk individuals, and individuals who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.
- 9.3 The Contractor shall, at least monthly during the contract period, follow up on no-show applicants and participants, reschedule missed appointments, and provide adequate and appropriate notice of upcoming appointments.
- 9.4 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts as defined in WOM Policy 3.01700.
- 9.5 The Contractor shall publicly announce the availability of WIC benefits in the first quarter of each contract period, and when significant WIC changes have occurred which affect the local population and local participants.

## **10. STAFFING DELIVERABLES**

- 10.1 The Contractor shall ensure all staff is performing within their scope of practice.
- 10.2 The Contractor's staff may serve more than one staff role as long as it is clear which individual staff person fulfills each role. These staff roles shall include:
- 10.2.1 A WIC Coordinator who is responsible for coordinating and ensuring that the local agency's WIC services are managed and provided in the most effective and efficient

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manner possible. Minimum qualifications, duties performed and training requirements are defined in WOM Policy 1.01250, 7 CFR 246.3(f), and 246.6(b);

- 10.2.2 A Nutrition Coordinator who is a qualified nutritionist who is responsible for coordinating nutrition services. Minimum qualifications, duties performed and training requirements are defined in WOM Policy 2.01450 and 7 CFR 246.11(d);
- 10.2.3 A Breastfeeding Coordinator who has knowledge and experience to support, develop, and implement all breastfeeding services;
- 10.2.4 A Qualified Nutritionist as defined in WOM Policy 2.01400 and 7 CFR 246.11(d). The Contractor is required to have a qualified nutritionist who will provide participant-centered nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of WIC;
- 10.2.5 A Retailer Contact Person;
- 10.2.6 A Competent Professional Authority (CPA);
- 10.2.7 A National Voter Registration Act (NVRA) Liaison; and
- 10.2.8 An Anthropometric Skills Validator who shall be a CPA.
- 10.3 The Contractor may employ the following staff to assist with the WIC certification process:
  - 10.3.1 WIC Certifiers;
  - 10.3.2 Registered Dietitians (RD) who must be licensed to practice dietetics in Missouri;
  - 10.3.3 Health Professional Assistants (HPAs); and
  - 10.3.4 Administrative/Clerical staff.

## **11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES**

- 11.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff, if applicable), who are performing WIC services, have successfully completed and documented all training required by the Department, according to WOM Policy 1.01550.
  - 11.1.1 The Contractor shall ensure that any staff or volunteers who perform specific WIC functions or duties are appropriately trained using resources from the Department listed in WOM Policy 1.01550 and are supervised for the function they are performing.

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- 11.1.2 The Contractor shall ensure all WIC staff have internet services to access e-Learning courses found at <https://health.mo.gov/living/families/wic/localagency/training/staff/>.
- 11.1.3 The Contractor shall accept training on WIC procedures from the Department or its designee when required or deemed appropriate by the Department.
- 11.1.4 The Contractor shall require its WIC Coordinator or designee to document and maintain training records for all staff for audit purposes.
- 11.1.5 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any training approved by the Department in any location. WOM Policy 1.03700 describes allowable training and costs.
- 11.2 The Contractor shall accept technical assistance and/or training from the Department when the Department finds non-compliance or deficiencies in components of WIC policies and procedures as the Department determines necessary.
  - 11.2.1 The Contractor's staff may be required to attend training or refresher training as deemed necessary by the Department.
  - 11.2.2 The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.
- 11.3 The Contractor shall ensure compliance with 7 CFR 246.8 in all aspects of their WIC operations.
- 11.4 The Contractor shall require WIC volunteers to complete required training as described in WOM Policy 1.01550.
  - 11.4.1 A list of required annual training can be found at <https://health.mo.gov/living/families/wic/localagency/training/staff/>.
- 11.5 The Contractor shall use designated training funding for approved expenses for either required WIC training or training approved by WIC.
  - 11.5.1 Allowable training expenses include expenses for travel to and from training, staff time to attend training, lodging, parking fees, and meals.
  - 11.5.2 Training for nutrition education and breastfeeding promotion and support shall be documented for each employee on the WIC Staff Training Record, which can be found at <https://health.mo.gov/living/families/wic/localagency/training/staff/>.

## **12. REPORTS**

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- 12.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.
- 12.2 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to MOWINS. The Contractor shall perform verification and updates with the MOWINS Program Security Officer at Division of Community and Public Health, Bureau of WIC and Nutrition Services.

### **13. BUDGET AND ALLOWABLE COSTS**

- 13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the WOM. The Contractor should refer to the Funding Accountability Section of the WOM for guidance on what are considered necessary and allowable costs.
- 13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP application process to obtain the Department's written approval. The Department shall not reimburse the Contractor for any costs incurred prior to the contract period and not approved by the Department.
- 13.1.2 The Contractor shall define in the LAP budget the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one-sixth (1/6<sup>th</sup>) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.
- 13.1.3 The Contractor shall designate staff time by cost category in the LAP budget. These categories include program management, client services, nutrition education, and breastfeeding support and promotion.
- 13.1.4 The Contractor shall use the funds for activities and materials as budgeted and approved by the Department in accordance with the Contractor's approved LAP. This applies to all caseload and special funding projects as stated on the attached Budget Page (Attachment C). The Contractor shall request changes among budgeted categories using the online Budget Adjustment form and obtain approval prior to expending funds.
- 13.2 Caseload:

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- 13.2.1 Caseload participation is defined as the number of WIC participants served in a month. The Department reserves the right to reallocate funds based on the Contractor's cumulative caseload participation counts captured and documented in MOWINS.
- 13.3 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs stated in Attachment C. The contract amount will be based on the number of participants provided service during the twelve month period, counted from April 1 through March 31 beginning the previous year. Contract amounts may be adjusted to ensure minimal funding amounts are met for each local agency.
- 13.3.1 The Department may increase the contract amount based on an increase in the Contractor's projected annualized caseload participation during the Department's six (6) month review of the contract. An increase in the contract amount will only be considered if:
- a. Additional funds are available;
  - b. The Contractor's percentage of participants served is more than two percent (2%) over the contract starting caseload participation amount. The increase shall be the net amount served above two percent (2%) over the contract starting caseload participation amount; and
  - c. If eligible for an increase, the Contractor shall respond in writing through its assigned technical assistance team by close of business May 1 of the current contract period.
- 13.3.2 In the event of a natural disaster or other circumstances that cause an increase in caseload to occur, the Department reserves the right to adjust the contract amount upon the request of the Contractor.
- 13.3.3 The Department will notify the Contractor of any increase in the caseload participation.
- 13.3.4 The contract amount for caseload participation and any special projects funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.
- 13.4 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, administrative office costs, medical materials, facility costs, equipment purchases, computer hardware and software, and nutrition education materials.

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- 13.5 The Contractor shall maintain a complete, accurate, documented, and current accounting of all contract funds received and expended. The Contractor shall comply with a WIC state agency request for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.
- 13.6 The Contractor shall document and report when non-WIC funds are used to meet the requirements of this contract or to provide services. Any non-WIC funds used for allowable expenses shall be included in the LAP budget and reported in the monthly billing as In-kind.
- 13.7 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 13.8 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.
  - 13.8.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
  - 13.8.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
  - 13.8.3 The Contractor may be reimbursed for lodging expenses to attend required trainings for specific staff roles and responsibilities held in Jefferson City.
- 13.9 The Contractor shall follow competitive procurement practices.

### **14. INVOICING AND PAYMENT**

- 14.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
  - 14.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
  - 14.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

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- 14.2 The Contractor shall submit invoices monthly. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. Invoices shall be due by the tenth (10<sup>th</sup>) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 14.2.1 An exception to this requirement is the June invoice. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.
- 14.2.2 Each monthly invoice shall be submitted via the online WIC invoicing application.
- 14.2.3 The Contractor shall be reimbursed not greater than forty percent (40%) of their caseload-based assigned amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.
- 14.2.4 The Contractor shall define on each invoice the components of operational costs that are related to nutrition education and breastfeeding promotion and support.
- 14.2.5 The Contractor shall designate staff time by category on the reimbursement request.
- 14.3 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 14.4 The Contractor shall submit the final invoice by no later than December 10, 2020. The Department shall have no obligation to pay any invoice submitted after the due date.
- 14.5 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 14.6 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 14.7 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

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14.8 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

14.8.1 For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:

Missouri Department of Health and Senior Services  
Division of Administration, Fee Receipts  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570

14.9 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.

14.10 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

### **15. AMENDMENTS**

15.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

### **16. MONITORING**

16.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

16.2 The Contractor agrees to on-site monitoring from the Department to assess contract compliance.

16.3 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department on-site monitoring findings that will be provided in writing by the Department. The Contractor shall provide the CAP within the timeframe requested and it must be approved by the Department pursuant to WOM Policy 1.05500.

16.4 The Contractor shall complete and submit progress updates to document the status of the CAP within the timeframe requested, which must be approved by the Department.



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- 16.5 The Contractor shall comply with a request from the Department to schedule a technical assistance (TA) onsite visit within the timeframe requested by the Department. A minimum of one scheduled TA visit will be conducted during a contract period in which the local agency is not being monitored.
- 16.6 When the Department determines through patterns of repeated findings, consultations, or desk audits that the Contractor has failed to demonstrate efficient and effective administration of WIC, or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.
- 16.7 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.
- 16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 1.05800.
- 16.9 The Department has the right to penalize or fine the Contractor up to twenty-five thousand dollars (\$25,000) for the misuse or illegal use of WIC funds, property, or assets as set forth in 7 CFR 246.23(d).
- 16.10 The Contractor shall notify the state agency of alleged participant violations and assist the state agency in the investigation.
- 16.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

### **17. DOCUMENT RETENTION**

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- 17.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 17.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 17.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 17.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 17.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.
- 17.6 The Contractor shall have available for review, audit and evaluation all criteria used for certification, including information on the geographic areas served, verification of income standards used and specific criteria used to determine nutritional risk, nutrition education, high risk care plans, and special formula issuance.

### **18. CONFIDENTIALITY**

- 18.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 18.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

### **19. LIABILITY**

### **WIC: Local Agency Nutrition Services**

- 19.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 19.2 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 19.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

## **20. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS**

- 20.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

### **WIC: Local Agency Nutrition Services**

- 20.2 In accordance with the “Steven’s Amendment” in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 20.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 20.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 20.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

### **21. EQUIPMENT/SOFTWARE**

- 21.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, either by the Contractor or by the Department and provided to the Contractor. All equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor, belong to the Department and must be returned to the Department if the Contractor no longer provides WIC services. This inventory list must include, but is not limited to:
- 21.1.1 Multi-user electric breast pumps loaned to participants; and
- 21.1.2 Items having a value of \$500.00 and having a useful life of one year or more.
- 21.2 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC funds, or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor’s facility, if applicable, are available to conduct WIC services. All equipment, resources, and software used for WIC services shall meet Department requirements and comply with Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.
- 21.2.1 The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor’s facility or purchased with WIC funds.

### **WIC: Local Agency Nutrition Services**

- 21.2.2 The Contractor shall maintain and make available all Department Non-Expendable Property Transfer/Reassignment forms (form # DH-60) in order to ensure accountability of equipment disposal.
- 21.2.3 The Contractor shall notify the Department if they have any faulty or damaged equipment.
- 21.3 The Contractor shall ensure extended administrative privileges to Department staff to access all computers purchased with WIC funds, or purchased by the Department and on loan to the Contractor, to be able to install software necessary to conduct WIC business. The administrative privileges shall include a designated local profile with administrative rights for state Information Technology Services Division (ITSD) staff on all WIC computers. This will enable state agency staff to repair and maintain WIC computers without delay.
  - 21.3.1 Computers purchased through other funding sources for WIC operations will need to be maintained by the Contractor who purchased them. The Department will not pay for any maintenance cost associated with the computers.
    - a. The Contractor can install MOWINS on their non-state WIC machines as long as they understand that the state ITSD cannot support the machines. State ITSD can provide some instructions on how to install the MOWINS client and can provide some limited remote support if it is an application issue. Those issues will need to be discussed with the state ITSD end user support help desk.
  - 21.3.2 The Contractor shall have current anti-virus and anti-spyware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall regularly update the anti-virus and anti-spyware software for network security.
- 21.4 The Contractor shall respond to Department requests for inventory verification of equipment and software within five (5) business days of the date of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.
- 21.5 The Contractor shall use information technology for authorized purposes.

## **22. COMMUNICATIONS AND RECORD-KEEPING**

- 22.1 The Department will provide updates to the WOM when the updates become effective and the updates shall be shared with all WIC staff. The Contractor is responsible for ensuring all staff use current policies and guidance.

### **WIC: Local Agency Nutrition Services**

- 22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding WIC. The Contractor may obtain such information electronically via email or online, available on the Department web site at <http://health.mo.gov/living/families/wic/wicupdates/index.php> or via hard copy by mail. The Department may require the Contractor to provide written acknowledgement for receipt of policy changes and commodity deliveries. The Department will notify the Contractor when written acknowledgement of receipt is required.
- 22.3 The Contractor shall ensure that its WIC Coordinator, Nutrition Coordinator, and Nutritionists have unique Department-provided or Contractor-provided email addresses if those roles are filled by separate persons. The Contractor is not allowed to use unsecure email addresses to transmit confidential information.
- 22.4 As stated in WOM Policy 1.05700, the Contractor shall collect and report racial and ethnic data with regards to applicants, participants, and potentially eligible populations through the electronic data system provided by the State.

### **23. AUTHORIZED PERSONNEL**

- 23.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 23.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 23.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity”

## **WIC: Local Agency Nutrition Services**

(<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

- 23.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
  - 23.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - 23.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - 23.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 23.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

## **24. TERMINATION**

- 24.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

### **WIC: Local Agency Nutrition Services**

- 24.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 24.1.2 A change in federal or state law relevant to this contract occurs; or
- 24.1.3 A material change of the parties to the contract occurs; or
- 24.1.4 By request of the Contractor.
- 24.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
  - 24.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
  - 24.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 24.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

## **25. SUBCONTRACTING**

- 25.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any



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and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

- 25.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
  - 25.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
  - 25.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 25.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 25.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.